

| | | | |
|------------------------|-----------------------------------|-----------------|--|
| Bankruptcy Case Number | 00-00914 | Creditor's Name | First Security P.O. BOX 7069 BOISE, ID 83707 |
| Debtor's Name | Debra A. McRae Kenneth R McRae | | |

U. S. COURTS

JUL 21 2000

REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows

REC'D _____ FILED _____
CAMERON S. BURKE
CLERK IDAHO**THE DEBT**

Total Amount of Debt when case was filed:

\$ 12,439.47
(Plus interest accrued)

Total Amount of Debt Reaffirmed:

\$ 12,485.01
Current payoff as of 5/9/00
as

The above total includes the following:

Interest Accrued to Date of Agreement:

\$ 45.54

Attorney Fees:

\$ 0.00

Late Fees:

\$ 22.51

Other Expenses or costs Relating
To the collection of this Debt:

\$ 0.00

(Please Describe)

| |
|--|
| |
|--|

Annual Percentage Rate (APR):

% 9.70

Amount of monthly payment:

\$ 330.82

Date payments begin:

6/26/00

Total number of payments to be made:

46

Total of Payments if paid according to Schedule:

\$ 15,217.72 (Payment amt. X term)

Date any lien is to be released if paid according
to schedule:

3/26/04

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional terms agreed to by the parties (if any):

Payments on the debt ☐ were ☒ were not in default on the date on which the
bankruptcy was filed. (Please check one)RECEIVED
JUL 14 2000

Form B240 cont.

This agreement differs from the original agreement with the creditor as follows:

| | | | |
|------------------------|------------------------------------|-----------------|--|
| Bankruptcy Case Number | 00-00914 | Creditor's Name | First Security P.O. BOX 7069 BOISE, ID 83707 |
| Debtor's Name | Debra A. McRae Kenneth R. McRae | | |

**CREDITOR'S STATEMENT CONCERNING AGREEMENT
AND SECURITY/COLLATERAL (If Any)**

Description of Collateral:
(If applicable, list manufacturer, year and model)

97 CHEV LUMI
VIN 2G1WL52M9V1125758

Value:

\$ 9,725

Basis or Source for Valuation:

N.A.D.A. OFFICIAL USED CAR GUIDE 2000

Current location and Use of Collateral:

RESIDENCE

Expected Future Use of Collateral:

PERSONAL

Check applicable Boxes:

☒ Any lien describe herein is valid and perfected.

☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C §523) or any other dispute.

The nature of this dispute is:

**DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT
ON DEBTOR'S FINANCE**

Debtor's Monthly Income is:
(take home pay plus any other income received)

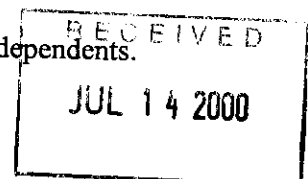
X \$ 1200.00

Debtor's current monthly expenses total:

(not including any payments due under this agreement or any debt to be discharged in this case)

X \$ 1600.00

I believe this agreement ☐ will ☒ will not impose an undue hardship on me or my dependents.



| | | | |
|------------------------|------------------------------------|-----------------|--|
| Bankruptcy Case Number | 00-00914 | Creditor's Name | First Security P.O. BOX 7069 BOISE, ID 83707 |
| Debtor's Name | Debra A. McRae Kenneth R. McRae | | |

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because

I believe this agreement is in my best interest because

I ☐ considered ☒ did not consider redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C §722). I chose not to redeem because.

I ☒ was ☐ was not represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

Debtor(s) hereby reaffirms the entire debt. This amount represents the balance as of the date Debtor(s) filed bankruptcy. Debtor(s) expressly agrees to pay in addition all interest, and any and all attorneys' fees and cost incurred by First Security Bank in connection with this matter. Except as modified by this Reaffirmation agreement, debtor(s) specifically reaffirm(s) the terms and conditions of the Note Security Agreement dated 3/12/98, copies of which are attached hereto.

SIGNATURES

Debra McRae
(Signature of Debtor)

First Security Bank
(Name of Creditor)

DATED: 7/6/00

Kenneth R. McRae
(Signature of Joint Debtor)

[Signature]
(Signature of Creditor Representative)

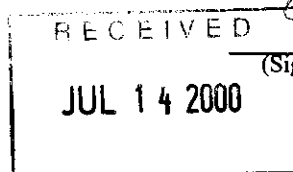
DATED: 7/19/00

DATED: 7/6/00

CERTIFICATION BY DEBTOR'S ATTORNEY (If applicable)

I hereby certify that:

1. This agreement represents a fully informed and voluntary agreement by the debtor(s);
2. This agreement does not impose a hardship on the debtor or any dependent of the debtor and;
3. I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.



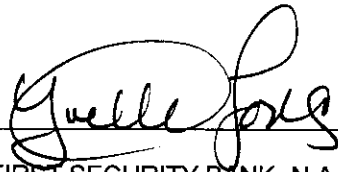
[Signature]
(Signature of Debtor's Attorney, if any)

7-6-00
(Date)

CERTIFIED COPY

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF
THE ORIGINAL.

DATED: July 19, 2000

BY:  for
FIRST SECURITY BANK, N.A.

1/2

REAFFIRMATION AGREEMENT
UNITED STATES BANKRUPTCY COURT
District of Idaho (Boise)

| | | | |
|-----------------------------|--|------------------------|----------|
| Debtor's Name | Debra A. McRae Kenneth R. McRae | Bankruptcy Case Number | 00-00914 |
| | | Chapter | 7 |
| Creditor's Name and Address | First Security P.O. BOX 7069 BOISE, ID 83707 | ACCT# 084-539-845142 | |

Instructions:

- 1) Attach a copy of all court judgements, security agreements and evidence of their perfection.
- 2) File all documents by mailing them or delivering them to the Clerk of the Bankruptcy court.

NOTICE TO DEBTOR

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

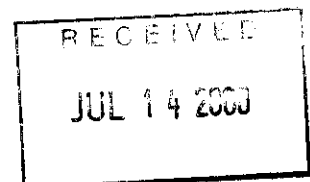
You are not required to enter into this agreement by any law. It is not required by the Bankruptcy code, by and other law or by any contract (except another reaffirmation agreement made in accordance with the Bankruptcy code § 524(c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to **redeem** the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with the Clerk of the Bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless:

1. You have attended a reaffirmation hearing in the bankruptcy court and
2. The agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate).





FAC166

**Installment Sale Contract,
Security and Disclosure Agreement**

FIXED RATE -- SIMPLE INTEREST

This is a combined Installment Sale Contract, Security Agreement and Disclosure Statement (the "Agreement") for the purchase of the collateral described below (the "Collateral"). The Disclosure Statement is required by federal law. All terms and amounts provided in the Disclosure Statement, including the payment schedule, finance charge, and other terms, are incorporated herein and are a part of your Agreement with us. In this Agreement, the words "you" and "your" mean the buyer and/or co-buyer. The words "we", "our" and "us" mean the Creditor/Buyer or Creditor/Assignee as identified below.

ASSIGNMENT: You understand and agree that this Agreement will be assigned to First Security, the Creditor/Assignee identified below, for financing under the terms of the Seller's Assignment on the reverse side hereof. You will make the payments you owe under this Agreement directly to First Security.

PROMISE TO PAY: By signing this Agreement and for value received, you jointly and severally promise to pay to us the Amount Financed according to the payment schedule set forth below, plus a finance charge calculated at the annual percentage rate disclosed below. Interest on the outstanding balance of the Amount Financed will be calculated on the basis of a 365 day year and shall begin to accrue on the date of this Agreement. In addition, you agree to pay to us any late charges and returned check charges as described below. All payments due under this Agreement shall be made at the address specified by First Security.

| | | |
|--|---|--|
| Buyer/Co-Buyer Name and Address: DEBRA MCRAE RT #1, BOX 1295 HOMEDALE ID 83628 | Creditor/Seller Name and Address: LANNY BERG CHEVROLET 4121 CALDWELL BLVD. CALDWELL, ID 83606 | Creditor/Assignee Name and Address: FIRST SECURITY BANK P.O. BOX 7069 BOISE ID 83730 |
|--|---|--|

| DESCRIPTION OF COLLATERAL SECURING THIS AGREEMENT | | | | | |
|---|------|------|-------|----------|-------------------|
| NEW/USED | YEAR | MAKE | MODEL | NO. CYLS | SERIAL NUMBER |
| USED | 97 | CHEV | LUMI | 6 C | 2G1WL52M9V1125758 |
| OTHER: (Add further description if necessary) | | | | | |

| FEDERAL TRUTH-IN-LENDING DISCLOSURE | | | | |
|--|---|--|---|--|
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 9.7% | FINANCE CHARGE The dollar amount this credit will cost you. \$ 5883.63 | Amount Financed The amount of credit provided to you or on your behalf. \$ 17935.41 | Total Payments The amount you will have paid after you have made all scheduled payments. \$ 23819.04 | Total Sales Price The total cost of your purchase including your down payment of \$ 630.34. \$ 24449.38 |

| PAYMENT SCHEDULE | | | |
|---------------------|-----------------|---------------------|------------|
| Number of Payments: | Payment Amount: | Beginning Due Date: | Frequency: |
| 72 | \$ 330.82 | 04/26/98 | MONTHLY |
| | \$ N/A | N/A | |
| | \$ N/A | N/A | |
| | \$ N/A | N/A | |

PREPAYMENT / LATE CHARGE / RETURNED CHECKS -- The Finance charge shown above is the actual charge you will pay if you make your payments as scheduled. If you make your payments early, the actual finance charge will be less. If you pay late, the actual finance charge will be more. You may prepay what you owe us in full or part at any time without penalty to you. Since finance charges are accrued each day and not in advance, no rebate of any finance charges is due to you. If for any reason checks submitted to pay your account are returned unpaid, you agree to pay to us a return service charge not to exceed fifteen dollars (\$15.00) if permitted by state law. This is in addition to any other return check service charges you may be legally obligated to pay. If you do not make your required monthly payment within fifteen (15) days after the due date, you will be charged a late fee of the greater of \$10.00 or 5% of the unpaid amount of your required monthly payment, if permitted by state law.

SECURITY INTEREST -- To secure all amounts due or to become due under this Agreement, you are giving us a security interest in the vehicle and all current and future accessories, equipment, and replacement parts installed therein.

PROPERTY / PHYSICAL DAMAGE INSURANCE -- Property / Physical Damage Insurance is a condition of your loan. You may obtain this insurance from anyone you want that is acceptable to us.

NO ASSUMPTION -- Your rights or obligations under this contract may not be assumed by any other person.

SEE THE REST OF THIS NOTE AND SECURITY AGREEMENT FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, REQUIRED REPAYMENT IN FULL BEFORE SCHEDULED DATE AND OTHER INFORMATION.

CREDIT INSURANCE

Credit Insurance is NOT a condition of your loan, but we will purchase credit insurance for you if you so request by your signature.

You may cancel the credit insurance you requested by sending us a signed statement asking us to cancel it. You agree to send back to us all insurance certificates you receive. If you cancel within 30 days of the date of this agreement, you will receive a full refund of any insurance premiums paid. If you cancel after 30 days, you will receive a refund based on the rule of 78s.

ITEMIZATION OF AMOUNT FINANCED

| | |
|--|----------------|
| 1. Cash Selling Price | \$ 16995.00(1) |
| 2. Cash Down Payment | \$ N/A(2) |
| 3. a. Trade-In Amount | \$ 9000.00(3a) |
| b. Less Amount Paid to Others | \$ 8369.66(3b) |
| c. Net Trade Down Payment (3a minus 3b) | \$ 630.34(3c) |
| 4. Total Down Payment (2 plus 3c) | \$ 630.34(4) |
| 5. Unpaid Balance (1 minus 4) | \$ 16364.66(5) |
| 6. Amounts Paid to Others on Your Behalf: ("Seller may be retaining a portion of this amount") | |
| a. Sales Tax paid to government agencies | \$ 399.75(6a) |
| b. License and Transfer Fees paid to government agencies | \$ N/A(6b) |
| c. Filing Fees paid to government agencies | \$ 8.00(6c) |
| d. Credit Insurance Company | \$ N/A(6d) |
| e. Warranty / Service Contract Insurance | \$ 1088.00(6e) |
| f. To LANNY BERG CHEV For DOC FEE | \$ 75.00(6f) |
| g. To LANNY BERG CHEV For | \$ N/A(6g) |
| Total Amount Paid to Others on Your Behalf (Add 6a through 6g) | \$ 1570.75(6) |
| 7. Total Amount Financed (5 plus 6) | \$ 17935.41(7) |

DISCLAIMER OF IMPLIED WARRANTIES

WE MAKE NO WARRANTIES WHATSOEVER UNLESS AN EXPRESS WARRANTY PAGE IS ATTACHED TO THIS AGREEMENT. IN THE ABSENCE OF SUCH EXPRESS WARRANTY PAGE, ANY ITEM SOLD UNDER THIS AGREEMENT IS SOLD AS IS, WITH ALL DEFECTS, AND WITHOUT ANY WARRANTY OF FITNESS OR MERCHANTABILITY. IF THERE IS A NEW VEHICLE OR PRODUCT WARRANTY BY THE MANUFACTURER, IT WILL BE IN INFORMATION PROVIDED BY THE MANUFACTURER.

DESPITE THE FOREGOING PROVISION, IF YOU ARE PURCHASING A "USED VEHICLE" COVERED BY THE USED MOTOR VEHICLE TRADE REGULATION RULE, THE FOLLOWING TERMS APPLY TO THIS AGREEMENT: (A) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT; (B) INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NOTICE TO BUYER

(A) By your signature below you promise to pay to the creditor or its assigned all monies owed under this agreement. (B) Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (C) You are entitled to a copy of the contract at the time you sign it. Buyer(s) acknowledge(s) the receipt of a copy of this contract. THE TERMS AND CONDITIONS APPEARING ON THE BACK OF THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT.

Buyer Debra McRae Date 03/12/98 Buyer Date 03/12/98
 Co-Buyer Date 03/12/98 Co-Buyer Date 03/12/98

ADDITIONAL PROVISIONS

1. **Security Interest in Collateral.** Your obligations under this Agreement are secured by a security interest in the Collateral described on the reverse side hereof, together with all additions, accessions, and substitutions thereto, and all proceeds therefrom. You warrant that there are no liens on the Collateral except those hereby granted by you, unless otherwise stated in the Collateral description.

2. **Title.** You warrant that you are of legal age and that you will not create nor permit the existence of any lien or security interest on the collateral other than that created by this Agreement. Any certificate of title now or hereafter existing on any of the Collateral must be delivered to us within ten (10) days of this Agreement and will state our interest. You agree to defend the Collateral at your own expense against all claims and demands of all other persons at any time claiming the same or any interest in the Collateral.

3. **Filing.** You warrant that no financing statement is now on file covering any of the Collateral or any proceeds thereof, and so long as any amount is owed under this Agreement, no financing statement will be executed or filed except as required by this Agreement. You agree to execute and deliver one or more financing statements, as we may require from time to time, as well as any other documents or statements which we determine necessary to comply with any applicable law or to preserve, protect and enforce our security interest under this Agreement. You agree to pay all costs of filing such statement.

4. **Location and Ownership of Collateral.** You agree that the Collateral will not be moved, sold, leased or otherwise disposed of unless we consent in writing.

5. **Property Insurance.** You must purchase and maintain property insurance on the Collateral against loss, damage, theft and other such risks as we may require, to the full insurable value thereof. You may purchase this insurance from a company of your choice that is acceptable to us. All policies of insurance must be in a form acceptable to us and must be endorsed with a standard loss payable clause or another endorsement as we require and must provide that we receive minimum of ten days written notice of cancellation and the opportunity to maintain the policy in force. Upon our request, policies or certificates attesting to the insurance coverage shall be deposited with us. You hereby assign to us any proceeds of such insurance coverage and appoint us your agent to make claim for or receipt for such proceeds. You agree that we may apply such proceeds at our option, to any obligations under this Agreement, whether or not due. We are authorized, but not obligated to purchase any or all of such insurance, or "single interest insurance" protecting only our security interest, at all your expense. In such event you agree to reimburse us for the cost of such insurance, which may exceed the cost of insurance you could buy. Such amounts will be added to this Agreement, with interest, shall be secured by this Agreement and shall be repayable on demand. We shall have no liability whatsoever for any loss that may occur by reason of omission or lack of coverage for any such insurance.

You understand that any property insurance that we may acquire in your behalf covers only the collateral securing this agreement. It does not cover you against personal injury or property claims and it does not include public liability or no fault insurance. If you want other coverage, or it is required by law, you must buy it separately.

6. **Optional Insurance or Service Contracts.** Any refund that we obtain on any optional insurance or service contracts agreed to hereunder will be credited to your total outstanding balance. If we lawfully repossess the vehicle pursuant to this Agreement, you agree that we may claim benefits under and terminate any optional insurance or service contracts in order to obtain refunds for unearned charges.

7. **Care of Collateral.** You will not misuse, conceal, encumber or in any way dispose of the Collateral, or use or permit it to be used contrary to the provisions of this Agreement, or the insurance agreements. You will not allow any lien against it to become delinquent and you shall keep the Collateral free of all liens for storage, labor and materials. You will not waste, injure or destroy the Collateral, but maintain it in good repair and be responsible for any loss or damage to it.

8. **Lawful Use of Collateral.** You agree to comply with all government laws or regulations affecting the use of the Collateral and will not use or permit it to be used in any unlawful manner.

9. **Right to Protect Collateral.** At our option, we may pay any tax, assessment, insurance premium, expense, repair, or other charges payable by you. We may also pay for any filing or recording fees. Any amount so paid, however, may be charged against you at the interest rate being charged under this Agreement as of the date of that advance. Such payment shall be secured by this Agreement and shall be repayable by you on demand.

10. **Default.** You shall be in default if any of the following occur:

- (a) You fail to pay when due the full amount of any payment as provided under this Agreement.
- (b) You fail to perform any promises made in this Agreement.
- (c) You provide us at any time with false information or signatures.
- (d) The Collateral is seized or levied upon under any legal, governmental process against you or against the Collateral.
- (e) You become insolvent or die.
- (f) You have a petition filed or any other proceeding commenced under the Federal Bankruptcy Code or any statute by or against you; or you are named in, or the Collateral is subjected to a suit for the appointment of a receiver.
- (g) There is loss, or destruction of, or substantial damage to, any portion of the Collateral.
- (h) There is entry of any judgement against you.
- (i) You assign any equity in any of the Collateral covered hereby without our written consent.
- (j) We deem ourselves insecure for any reason whatsoever.

11. **Remedies.** Upon the occurrence of any event of default as described above, and at any time thereafter, we may terminate this Agreement with you and declare the entire balance due and payable at once, without notice or demand. We shall have all the remedies of a secured party under the Uniform Commercial Code and other applicable law. We shall be entitled as follows:

- (a) We are authorized to enter any premises where the Collateral is situated and take possession of said Collateral without notice or demand, and without legal proceedings.
- (b) You agree to put us in possession of the Collateral on demand.
- (c) At our request, you will assemble the Collateral and make it available at a place designated by us which is reasonably convenient to both parties.
- (d) We may sell, lease, or otherwise dispose of the Collateral in accordance with law. You agree that a period of ten (10) days from the time the notice is sent, by First Class Mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of Collateral. You agree that any notice or other communication by us to you shall be sent to your mailing address as stated in this Agreement. If your address should change, you must notify us immediately. You agree to pay on demand the amount of all expenses reasonably incurred by us in protecting or realizing on the Collateral. You agree that a sale of the collateral through a recognized dealer wholesale auction is a commercially reasonable disposition of the collateral, although we may dispose of the collateral in any other commercially reasonable manner.

(e) If we dispose of the Collateral, you agree to pay any deficiency remaining after the application of the net proceeds to any indebtedness secured hereby.

(f) We shall have the right immediately and without further action to set off against liabilities you owe under this Agreement all money owed by us to you whether or not now due. We shall be deemed to have exercised such right to set-off and to have made a charge against such money immediately upon occurrence of such default, even though such charge is made and entered into on our books subsequent thereto.

12. We may refuse to declare a particular event to be in default, but our refusal to do so does not bind us if a similar or different event occurs thereafter.

13. **Collection Costs and Attorney's Fees.** Upon demand, you agree to pay any additional costs incurred by us to collect or enforce payment of your obligations under this Agreement. Such costs shall include but not be limited to, reasonable attorney's fees, collection costs, out-of-pocket costs, court costs and costs on appeal as permitted by statute.

14. **Entire Agreement.** This document, along with any other written documents necessary in amending the terms, or perfecting the security interest of this loan, all constitute the entire agreement entered into between First Security Bank, and the borrower. Any oral agreements not reduced to writing, and incorporated within this Agreement, are null and void. Any provision of this Agreement deemed to be invalid shall not invalidate the remainder of this Agreement. All words used herein shall be construed to be of such gender and number as the circumstances require. This Agreement shall be binding upon your heirs, personal representatives, successors and permitted assigns.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you may have against us, or against the manufacturer of the vehicle or equipment obtained under this contract.

SELLER'S ASSIGNMENT

In the following Assignment, the words "you" and "your" mean the seller. The words "we", "us" and "our" mean First Security as identified on the reverse side of this Agreement.

You agree to assign, and we agree to accept, this Agreement under the terms and conditions of a previously signed, underlying Retail Finance Agreement, including your agreement to apply for and obtain proper registration of the vehicle, showing the Buyer as registered owner and us as legal owner and first lienholder of the vehicle. You warrant that this combined Installment Sale Contract, Security Agreement and Disclosure Statement ("Agreement") is genuine, and that the collateral securing this Agreement is free from any liens or other security interests. You warrant also that this is an enforceable Agreement and that you have complied with all applicable laws or regulations. You agree to indemnify and hold us harmless from any costs, expenses and fees, including attorney's fees, incurred or arising from violation or breach of the foregoing warranties or representations. In the event you breach any of the foregoing representations and warranties, you agree to repurchase the Agreement on demand by paying us the full unpaid balance, together with accrued interest, owing on the Agreement. You will be responsible for compliance with all applicable laws upon repossession and resale of the property. You agree that we are relieved from any and all further liability with regard to the property once you pay us off.

This Agreement is assigned on the following basis (check one):

- ☐ Non-Recourse
☐ 90-Day Repurchase
☐ Full Recourse

Seller

By

Title

Date

If corporation, state title of signer. If partnership, partner should sign. If sole proprietorship or sole ownership, owner should sign.

GUARANTY BY THIRD-PARTY

The following is a Guaranty Contract. The words "you" and "your" mean the Guarantor as identified by the signature below. The words "we", "us" and "our" mean Creditor as identified on the reverse side of this Agreement.

To the extent you have any rights in the Collateral, you grant us a security interest in the Collateral as security for payment of the Agreement or this Guaranty, and you agree to all terms and remedies concerning the Collateral described in the Agreement.

As a condition to our making this Agreement with the Buyer, and in return for the value of our doing so, you guarantee to us that in the event the Buyer fails to make any payment or fails to keep any promise under this Agreement you will promptly pay to us on demand all debts and obligations owed under this Agreement. You agree to do this even though we may choose not to collect from the Buyer, or not to resort to the Collateral, or not to pursue any other remedy that may be available to us under the Agreement. You agree that we may grant extensions of time for payments, release the Buyer from this duty to pay, or deal with the Collateral in any manner we choose, and you will nevertheless remain liable to us for the full amount remaining to be paid under the Agreement. In addition, you expressly waive any right you may have to notice of repossession of the Collateral, sale of the Collateral, nonpayment, nonperformance, or amounts due at any time.

In addition to the above obligations you agree to pay all costs and expenses, including attorney's fees, incurred by us in enforcing this Guaranty. Finally you acknowledge (1) that no one has the authority to alter the terms of this Guaranty by promising you special treatment or making other representations that do not appear on the face hereof, and (2) that you have received a "Notice to Co-Signer".

Signature of Guarantor

Date

Address

IDAHO CERTIFICATE OF TITLE

| | | | | | | | |
|--|---------------------------------|---|--------|---------------------------|----------------------------|---------------------|-------------|
| VEHICLE IDENTIFICATION NUMBER 2G1WL52M9V1125758 | | YEAR 1997 | | MAKE CHEV | BODY 4D | MODEL LUM | DESCRIPTION |
| 2ND VEHICLE IDENTIFICATION NUMBER | | ODOMETER READING 27040 ACTUAL | | DATE 03/12/1998 | | | |
| TITLE NUMBER 98925682 | PRINT DATE 04/03/1998 | WEIGHT | LENGTH | WIDTH | HULL HORSEPOWER PROPULSION | | |
| OWNER'S NAME AND ADDRESS MCRAE, DEBRA RR 1 BOX 1295 HOMEDALE, ID 83628 | | OTHER PERTINENT DATA | | | | | |

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

| | | | |
|--|--|---|--|
| 1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS): _____ DATE: _____ <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Exempt <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> No Device | | 5 PURCHASER'S PRINTED NAME(S) A. _____ B. _____ | |
| 2 DATE SOLD: _____ SELLING PRICE: _____ | | 6 ADDRESS _____ | |
| 3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S) _____ | | 7 CITY _____ STATE _____ ZIP _____ | |
| 4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A <input checked="" type="checkbox"/> _____ B <input checked="" type="checkbox"/> _____ | | 8 I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A <input checked="" type="checkbox"/> _____ B <input checked="" type="checkbox"/> _____ <small>2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name)</small> | |

Lienholder Section

FIRST LIEN

FIRST SECURITY BANK

PO BOX 7746

BOISE, ID 83707-1746

RECORDED 03/12/1998 09:00

SECOND LIEN

SIGNATURE RELEASING LIEN _____ DATE _____

X

10 SIGNATURE RELEASING LIEN _____ DATE _____

X

11 NEW LIENHOLDER'S NAME _____

12 ADDRESS _____

13 CITY _____ STATE _____ ZIP _____

Alterations May Void This Document

This title contains an eagle watermark that is visible when held to the light.

AUDIT NO. **03362690**

\$2.00 Fee

NOTICE OF RELEASE OF LIABILITY

\$2.00 Fee

PLEASE PRINT CLEARLY — ALL INFORMATION MUST BE COMPLETE — NOTIFICATION BY SELLER IS MANDATORY

| | | | | |
|---|---------------------|--|-------------------------|---------------------------------|
| Vehicle Identification Number (VIN) 2G1WL52M9V1125758 | Year 1997 | Make CHEV | Body Style 4D | Title Number 98925682 |
| Seller's Full Name: _____ | | Phone Number: _____ | | |
| Address: _____ | | City: _____ State: _____ Zip: _____ | | |
| Odometer: _____ | | Selling Price: \$ _____ Date Vehicle Delivered to Purchaser: _____ | | |
| Purchaser's Full Name: _____ | | Title Number: _____ | | |
| Address: _____ | | City: _____ State: _____ Zip: _____ | | |

I/we hereby request that the Idaho Transportation Department mark its motor vehicle records to indicate that I/we have transferred the vehicle described above under the provisions of Section 49-526, Idaho Code, which addresses vehicle transfers. However, I/we understand that the motor vehicle record will remain in my name until a new Idaho Certificate of Title is applied for and issued recording the name of the new owner.

X

(Signature of Seller/s)

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —

Idaho Standard Dealer Credit Application

Before completing this form please read directions carefully. (Check ☒ appropriate boxes)

- ☒ Individual ☒ I am applying with a Co-Applicant. ☐ I am applying with a Co-Signer. ☐ I understand that alimony, child support, or separate maintenance income need not be included unless I wish to have it considered as a basis for repaying this obligation. However, I will rely on alimony, child support, or separate maintenance payments or the income or assets of another person to repay you, so I must complete Sections A and B, about that person.
- ☐ Partnership ☐ I am married and relying on community property to repay you. I understand that if I reside in Idaho, or another community property state, my wages and my spouse's wages are considered community property, so I must complete Sections A and B.
- ☐ Corporation

A - YOUR PERSONAL CREDIT HISTORY - 5 YEAR MINIMUM

Print Full First, Middle, Last Name McRae, Debra A. ☐ Sr. Social Security Number 527 55 0165 Date of Birth 7-22-59 Home Phone No. (208) 337-3032

Present Address Number & Street Rt 1 Box 1295 Homedale City Owyhee State ID Zip Code 83628 Lived There 10 Years 10 Months

☐ Rent By Mo. Landlord or Mortgage Holder Name _____ Monthly Payment or Rent \$ 679.00 ☐ Unmarried ☐ Separated ☒ Married No. of Dependents _____

Previous Home Address If Less Than 5 Years _____ City _____ County _____ State _____ Zip Code _____ Lived There _____ Years _____ Months

Employed By Name Canyon Co. Sheriff Business Address, Number & Street 1115 Albany City Caldwell State ID How Long 2 Years 7 Months Business Phone No. (208) 454-7489

Trade or Occupation Deputy Sheriff Gross Salary or Wages \$19,000 Name of Previous Employer _____ Address _____ No. Years _____

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Type of Other Income _____ Source _____ Gross Amount _____ ☐ Month ☐ Week ☐ Year

Name and Address of Parents or Nearest Relative Not Living With Me _____ Name _____ Address _____ Phone No. _____ Relationship _____

Name and Address of Personal Friend _____ Name _____ Address _____ Phone No. _____ Known How Long _____

Bank Account ☐ No Account Name of Bank _____ Branch Name and City _____ Checking Account No. _____

☐ Checking ☐ Savings

Your Operator's License No. _____ State _____ Vehicle will be titled in the name of: ☐ Applicant ☐ Other _____

Date Last Car Financed _____ Name of Creditor _____ Monthly Payment _____ Balance Due or Date Paid _____ Trading In This Car? ☐ Yes ☐ No

CREDIT REFERENCES OR INSTALLMENT OBLIGATIONS Include Finance Companies, Banks, Credit Cards, Charge Accounts, Name(s) of Applicant in Which Credit Can Be Verified, If Other Than Shown Above

| Name of Creditor | Address | Account Number | Balance |
|------------------------|---------|----------------|---------|
| <u>Countrywide Mtg</u> | | | \$ |
| <u>GmAc</u> | | | \$ |
| <u>Option One</u> | | | \$ |

Has Any of Your Property Ever Been Repossessed? ☒ No ☐ Yes (If Yes, When and By Whom?) _____

Are There Unsatisfied Judgments (Suits Pending) Against You? ☐ Yes ☒ No

Have You Been Personally Involved in a Bankruptcy Proceeding (in the Last 10 Years)? ☐ Yes ☒ No

Are You an Endorser or Guarantor on any Other Loan or Contract? ☐ Yes ☒ No

Military Status ☐ Reserve ☐ Active Duty ☐ Inactive

B - THE OTHER PARTY'S CREDIT HISTORY - 5 YEAR MINIMUM

Print Full First, Middle, Last Name McRae, Kenneth R. ☐ Sr. Social Security Number 527 35 8510 Date of Birth 3-21-58 Home Phone No. (208) 337-3032

Present Address Number & Street Rt 1 Box 1295 Homedale City Owyhee State ID Zip Code 83628 Lived There 10 Years 10 Months

☐ Rent By Mo. Landlord or Mortgage Holder Name _____ Monthly Payment or Rent _____

☐ Lease ☒ Own Same as above

Previous Home Address If Less Than 5 Years _____ City _____ County _____ State _____ Zip Code _____ Lived There _____ Years _____ Months

Employed By Name McRae Farms Business Address, Number & Street Rt 1 Box 1295 Homedale City ID How Long _____ Years _____ Months Business Phone No. (208) 337-3032

Trade or Occupation Farmer Gross Salary or Wages \$30,000 Name of Previous Employer _____ Address _____ No. Years _____

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Type of Other Income _____ Source _____ Gross Monthly Amount _____

Bank Account ☐ No Account Name of Bank _____ Branch Name and City _____ Checking Account No. _____

☐ Checking ☐ Savings

CREDIT REFERENCES OR INSTALLMENT OBLIGATIONS Include Finance Companies, Banks, Credit Cards, Charge Accounts, Name(s) of Applicant in Which Credit Can Be Verified, If Other Than Shown Above

| Name of Creditor | Address | Account Number | Balance |
|------------------|---------|----------------|---------|
|------------------|---------|----------------|---------|

AUTOMOBILE INSURANCE is required for the full term of the Contract, at your expense, against the hazards of fire, theft and accidental physical damage (including collision). This insurance must protect the interests of you and the lender. The policies issued by the insurance company will describe the terms and conditions. YOU MAY CHOOSE THE PERSON THROUGH WHOM ANY INSURANCE IS OBTAINED.

Do you desire convenient, Automatic Deductions from your Checking Account for making Payments? ☐ YES ☐ NO

We may request and use subsequent consumer reports other than investigative reports, in connection with an update, renewal or extension of the credit for which this application is made. As used in this paragraph, "you" and "your" shall refer to applicant signing below, and, "we" and "us" shall refer to the dealer and to any financial institution to whom dealer submits this application for credit.

FAIR CREDIT REPORTING ACT DISCLOSURE: This application for credit may be submitted by the Dealer to various financial institutions. Before this application is submitted, the Dealer will disclose to me, the name and address of the institution(s) who will receive copies of this application.

For the purposes of securing credit from you, We certify that the above information is true and complete to the best of My/Our knowledge. Applicant(s) further certify the We have obtained the age of My/Our. Applicant(s) authorize you to check My/Our credit and employment history and to provide and/or obtain information about credit experience with Me/Us.

If you wish to apply for Vehicle Insurance in connection with this Credit Application, complete an Insurance Application form. (Check Here)

Applicant's Signature Debra McRae Date Signed 3/12/98 Dealer's Signature _____ Date Signed _____

Date _____ Dealer Name _____ Dealer's FAX # _____ Salesperson _____ Phone No. _____ Stock # _____

| | | | | | |
|------------------|----------------|----------|------------|---------------|-------------------|
| FIRST INTERSTATE | FIRST SECURITY | KEY BANK | U. S. BANK | WEST ONE BANK | OTHER (Bank Name) |
| | | | | | |